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Serial No. 09/801,613

Leland James Wiesehuegel

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Page 10 of 13**Section IV:****AMENDMENT UNDER 37 CFR §1.121****REMARKS****Rejections under 35 U.S.C. §102(e)**

In the present Office Action, Examiner withdrew the finality of the previous rejections, and rejected claims 1 - 23 as amended under 35 U.S.C. §102(e) as being anticipated by U.S. Patent Application Publication US 2002/0059131 to Goodwin, with priority to its related provisional patent application (hereinafter collectively "Goodwin"). This reference is the same reference applied in the previous rejections.

In the previous amendment, applicant specified that our method and system for restricting the information presented to a bidder by an offerror of a product or service is

"determined by and controlled by a contract between an offeror and a guest auction participant in a manner which prevents a guest auction participant from modifying the entitlement schema"

(amendment to independent Claims 1, 9, and 17)

Further, applicant argued that Goodwin's user profile was modifiable by the user, and pointed out where Goodwin's disclosure states that the user may establish and save search criteria, preferences, etc. As such, Goodwin's system does not teach a controlling contract which is not modifiable by the bidder or purchaser, according to applicant's previous argument.

In the present Office Action, examiner has not cited a column or line number in Goodwin where this added element, step, or limitation is taught (see page 3 of the Office Action), but has addressed the argument in general in the Response to Arguments portion of the Office Action (page 6). The examiner has noted that a contract "can be defined as an agreement between two or more parties", and has noted that Goodwin establishes a contract through a series of steps:

Serial No. 09/801,613Leland James WiesehuegelPage 11 of 13

- (1) establishing a seller profile with criteria for accepting bids, restrictions on bids, restrictions on access information (e.g. sign on requirements and acceptance of terms), etc.;
- (2) buyer/bidder reviews the seller-profile based terms; and
- (3) a contractual relationship is established upon buyer/bidder's participation in the auction under the seller-profile based terms.

As such, according to the Examiner's interpretation of Goodwin's disclosure, the contract between the offeror and seller is established *at the time* of or contemporaneously with an offering from the offeror (e.g. at the time the bidder desires to log into the bidding system and begin to participate in an auction). Additionally, as Goodwin's seller-profile is not bidder-specific, the terms of Goodwin's contract are not bidder-specific, although the user may control the information presented to himself or herself through modification of his or her own bidder profile. The bidder-profile, then, is not part of the established Goodwin contract because the contract has only included the seller-profile based terms at this point.

Our invention relates to management of information flow regarding products and services available from an offeror to multiple bidders, wherein the relationship between offeror and each bidder is controlled by a specific Resellers Master Agreement ("RMA") for each bidder.

An RMA is an agreement which is negotiated *in advance* of any bidding or purchasing activity, which sets certain conditions for purchase and resell of products or services obtained from the offeror by the reseller (e.g. type or category of products, price, quantity, geographical limitations, etc.).

RMA's as a business contract and relationship are well known in the art, and are often referred to by other names, such as "Master Distribution Agreement" or "distributor's agreement". The term "resell" and "reseller" are also well understood in the art, as evidenced by the following online definitions:

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Serial No. 09/801,613

Leland James Wiesehuegel

Page 12 of 13

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**re-sell:** 1. To sell again. 2. To sell (a product or service) to the public or to an end user, especially as an authorized dealer.

(Source: <http://dictionary.reference.com/search?q=reseller>)

**reseller:** One who buys goods from a manufacturer and resells them to customers unchanged. (Source: <http://www.investorwords.com/4203/reseller.html>)

Our invention addresses the need for offerors to conduct a business-to-business auction between their warehouses (as the offeror) and their various authorized resellers, wherein each reseller is to be presented with information regarding only the products and services to which the reseller is entitled to resell according to the reseller's specific agreement with the offeror. This reseller's agreement is established before the auction is conducted.

In the case of the present invention, our guest bidder is allowed to see the information regarding the products or services on which the prospective reseller would be allowed to bid if the terms of a particular reseller agreement were fully in effect (e.g. the information is designated presently as "read-only" in the RMA, but would be changed to fully privileged if the RMA were advanced to a state of full agreement). This allows prospective resellers to experience the offeror's auctioning process as if the prospective reseller were a fully authorized reseller before finalizing a fully authorized RMA.

As such, our "contract" which controls our "entitlement schema", which in turn controls the restriction of information flow from the offeror to a specific bidder/buyer, is a previously-established reseller contract, which dictates the offerings be "read-only" for the particular reseller.

By contrast, Goodwin's disclosure establishes a contract *during* their process, and as such, their process does not employ a previously-established contract. Further, Goodwin's disclosure is silent as to their contracts being reseller contracts.

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Serial No. 09/801,613

Leland James Wieschuegel

Page 13 of 13

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We have amended our independent claims 1, 9, and 15, to specify these differences not taught by Goodwin. As such, Goodwin's published patent application does not properly anticipate our claimed invention, as it fails to disclose all the claimed steps, elements or limitations. MPEP 2131 states:

**TO ANTICIPATE A CLAIM, THE REFERENCE MUST TEACH EVERY ELEMENT OF THE CLAIM** (*capitalization emphasis found in original text*)

Applicant requests reconsideration of the rejections, and allowance of the claims as amended.

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